

# Request for Proposal

## West Hill College Lessor Food Service Operation



### Return Proposal To:

[West Hill College Lemoore](http://www.whccd.edu)  
Administration and Service, Building 100  
Attention: Dawn Troth  
555 College Avenue  
Lemoore, CA

### Contact Person:

Adrián Ocho  
[adrian.ocho@whccd.edu](mailto:adrian.ocho@whccd.edu)

**R E Q U E S T F O R P R O P O S A L**



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~~555 College Avenue, Los Angeles, CA 90045. THIS JO~~ ~~WALK IS VOLUNTARY.~~ If you intend to participate, please RSVP to ~~Danielle Troth, danetroth@hood.edu or 550-953-1111.~~

Any questions and answers that occur during the voluntary job talk will be developed into frequently asked questions (FAQ's) and posted onto the District's webpage.

~~Following the job talk, all further questions are to be addressed to the following:~~ ~~555 College Avenue, Los Angeles, CA 90045. THIS JO~~ ~~WALK IS VOLUNTARY.~~ ~~danetroth@hood.edu or 550-953-1111.~~













**Preventive Maintenance.** The Vendor shall establish a preventive maintenance program for all food service equipment owned by the District. (i.e., preventive maintenance on refrigerators and

re placement are caused by the Vendor's negligence, willful misconduct, or misuse of the equipment).

**Licensing/Governmental Regulations.** The Vendor shall comply with all Federal, State and local health and sanitation regulations, and licensing requirements relating to personnel and maintenance of the kitchens, eating, storage areas, clothing, etc. It is understood that the Vendor assumes sole responsibility of observance of and so observes and complies with all provisions of Federal, State and local laws governing or relating to the operation of food service (and Starbucks Kiosk and Concession if Additive #1 and/or # are selected).

#### **Vendor's Employment**

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- STAFFING AND SUPERVISION
- QUALITY ASSURANCE/SANITATION/SAFETY
- LIENSES,INSURANCE,AND LITIGATION
- FINANCIAL CAPABILITY

□ **CERTIFICATION**



**xhibit A**

**QUALIFICATIONS STATEMENT**

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*(if different than address above)*

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_  
*(if applicable)*

Type of Firm: Corporation: \_\_\_ Proprietorship: \_\_\_ Partnership: \_\_\_ Joint Venture: \_\_\_

Other (please describe): \_\_\_\_\_

Business License Number: \_\_\_\_\_

Number of employees in business under firm name: \_\_\_\_\_

Full name of firm's owner (> 10% ownership), officer and management employee:

\_\_\_\_\_

Has the firm changed its name within the last three years? YES NO  
If yes, provide former name(s):

Have there been any recent (within the last three years) changes in control/ownership of the firm? YES NO

If yes, explain: \_\_\_\_\_

Have officer or principal of the firm ever had their business license suspended or revoked for any reason? YES NO

If yes, please explain: \_\_\_\_\_

Name and title of person completing report on behalf of submission of this Proposal and the respondent to this questionnaire:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

## REQUIRED INFORMATION/DOCUMENTATION

### 1. Respondent Information

1.1 Length of time Respondent has been in business providing Food services: \_\_\_\_\_ years

1.2. Respondent Federal Tax ID No.: \_\_\_\_\_

1.3. Current number of employees: \_\_\_\_\_

### 2. Insurance.

2.1. Comprehensive General Liability Insurance.

Insurer: \_\_\_\_\_

Current Policy No.: \_\_\_\_\_

General Liability Insurance broker:

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

Fax No.: (\_\_\_\_) \_\_\_\_\_

Contact Name: \_\_\_\_\_

2.2. Automobile Liability Insurance.

Insurer: \_\_\_\_\_

Current Policy No.: \_\_\_\_\_

General Liability Insurance broker:

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

Fax No.: (\_\_\_\_) \_\_\_\_\_

Contact Name: \_\_\_\_\_

2.3. Workers' Compensation Insurance.

Insurer: \_\_\_\_\_

Current Policy No.: \_\_\_\_\_

Workers' Compensation Insurance broker:

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

Fax No.: (\_\_\_\_) \_\_\_\_\_

Contact Name: \_\_\_\_\_

**3. References.** Complete the following to identify references. A minimum of three (3) references are required.

Name of Organization	Address	Telephone Number	Contact Name

**4. Prior Food Services Experience.** Provide the names and dates of service for which you or your organization has provided Food services *within the past five (5) years.*

Name of Organization	Address	Telephone Number	Contact Name

**5. Food Service Program.**

5.1. Dining services

5.1.1. Outline plan to provide everyday food service for students, staff, faculty.

Inlude proposed cafeteria menu with portion and pricing information.

5.1.2. Describe any special promotions, advertising

enhancements, marketing plan, and other

5.2. Catering





**NON-COLLUSION AFFIDAVIT**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, depose and say that I am  
(Typed or Printed Name)

\_\_\_\_\_ Of \_\_\_\_\_, the party submitting the foregoing  
(Title) (Vendor's Name)

Proposal (the Vendor"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a

**Attachment 1**

**FOOD SERVICE OPERATIONS AGREEMENT  
(DO NOT SIGN)**

THIS AGREEMENT by and between WEST HILLS COMMUNITY COLLEGE DISTRICT (hereafter District) and \_\_\_\_\_ (hereafter Vendor) is entered into with a mutually agreed upon effective date of \_\_\_\_\_.

~~The District is authorized by Education Code Section 88004.5 to contract with food services management consulting firms and requires such food and beverage services.~~

~~Vendor is specially trained, experienced and competent to perform all required and necessary services of food and catering. The Vendor represents that it has the qualifications and ability to perform the food and catering services in a professional manner, without the advice, control, or supervision of the District. The Vendor's services will be performed, findings obtained, reports and recommendations prepared, if any, in accordance with generally and currently accepted principles and practices of its profession for services to California higher educational institutions.~~

~~In consideration of the mutual promises and covenants contained in this document, the District and Vendor agree as follows:~~

**Article I – Scope and Responsibilities**

~~1.1 Purpose~~

~~This Agreement sets forth the terms and conditions under which the District retains the Vendor to manage and operate the District's food and catering operations solely for the use of students, staff, invited guests and other persons designated by the District.~~

~~1. Scope~~

~~Vendor shall provide its services and expertise to the District for the total operation of the institution's food services program at the West Hills College Leavenworth Campus. Accordingly, the Vendor shall purchase, prepare and serve food or food products in the West Hills College Leavenworth Cafeteria. Food shall be prepared in accordance with standard menu and nutritional requirements as directed by the District and in compliance with all revisions of laws relating to health and cleanliness standards. The College reserves to itself the right and responsibility to review menus as to nutritional value and appropriateness. Sufficient quantities of menus shall be printed to allow posting at locations directed by the President of West Hills College Leavenworth. The Vendor shall be responsive in its formulation of menus to such special dietary and ethnic food requirements as the District may designate; special holiday and theme menus shall be served at appropriate times of the school year or as designated by the District.~~

~~NOTE: WEST HILLS COLLEGE LEAVENWORTH IS AN EXCLUSIVE PEPSI CAMPUS.~~



Recognizing that competent management of the food services operations of the College is essential to the success of such operation, the District and Vendor agree that selection and hiring of new staff by the Vendor shall be subject to review and acceptance by the District and that all staff shall undergo the necessary health and security checks required while working in an academic food environment.

## Article II – Term

1.1 It is the desire of both the District and Vendor to enter into a long-term business relationship. To attain this objective, the following are mutually agreed upon:

1.1.1 The initial term of this Agreement shall be for a period three (3) years. Thereafter, the parties may agree to extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties, for a total of five (5) years. The District shall consider each renewal on a year-to-year basis. Termination of the Agreement during the initial term or any renewal term shall be as otherwise provided in this Agreement.

1.2 Fiscal terms and arrangements are covered in Article III of the Agreement.

### 1.3 Termination for Convenience

The District and Vendor shall at all times have the option of terminating the contractual agreement by the giving of one-hundred and eighty (180) days written notice of intent to terminate.

1.3.3 Termination for Cause: Either party may terminate this Agreement immediately for cause. Cause shall include, without limitation, a material violation of this Agreement by either party or if a party becomes insolvent or if Vendor fails to pay collection in a timely manner.

## Article III – Fiscal

3.1 For the purpose of this agreement net revenue is defined as Vendor's gross annual sales from cafeteria and catering services, excluding sales tax. During each year of this Agreement the Vendor shall pay monthly to the District an amount equaling:

### 3.1.1 Cafeteria and Catering

- FOUR PERCENT (4.0%) of that portion of the gross sales for monthly gross sales below \$ 5,000.
- FIVE PERCENT (5.0%) of that portion of the gross sales for monthly gross sales

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~~5.1 The District shall provide the Vendor, with facilities for food services, including adequate dry, refrigerated and freezer storage areas, and sanitary toilet facilities for employees. Office space for the Vendor's Service Manager will be provided within the Cafeteria area. Except as may be specified in writing by the Vendor prior to the effective date of this Agreement, the facilities and equipment provided by the District shall be deemed to be complete, operable and adequate for effective performance under this Agreement.~~

~~5.2 The Vendor may provide and install, at no expense to the District, additional equipment after first receiving written approval of the College's Director of Maintenance and Operations. Equipment so provided by the Vendor shall remain the property of the Vendor, regardless of whether said property is attached or affixed to the real property owned by the District. The Vendor shall have the right to remove, or upon the District's request, sell to the institution at fair market value such equipment within thirty (30) days after expiration or termination of this Agreement subject to other provisions of the Agreement. If Vendor removes any property attached or affixed to the District's real property, Vendor shall ensure the District's property is restored and returned to the District in its original condition prior to the commencement of any and all agreements with Vendor without damage thereto, reasonable wear and tear accepted.~~

~~5.3 The District shall have the right to install any needed equipment or to make alterations to the facilities in a manner compatible with existing facilities. The District and Vendor shall each be responsible for compliance with all federal, state and local health and safety regulations for all facilities and space over which that party has operating control.~~

~~5.4 The Vendor may offer emergency maintenance and repairs on the equipment provided by the District if the Vendor is unable to reach the District contact or Director of Maintenance and Operations. The District shall reimburse the Vendor for such costs if the District could otherwise have had the responsibility for such repairs; the District will not reimburse the Vendor if such maintenance and repairs are needed due to the Vendor's negligence, willful misconduct, or misuse of the equipment.~~

~~5.5 In the event of termination or expiration of the Agreement, the Vendor, shall allow its successor (or the District designee) reasonable access to the premises during the thirty (30) days immediately preceding the expiration date of the Agreement.~~

~~5.6 The Vendor shall maintain, repair, and replace all equipment provided by the District at all times during the term of this Agreement.~~

~~5.0 Access: the District shall have full access at all times to the Student Union kitchen, food court, and preparation areas, office space for the Vendor's service manager, and equipment with or without prior notice. If Vendor selects Additive # (concessions), the District shall have full access at all times to the Golden Eagle Arena concession areas and storage facilities connected to the concession area.~~

**Article VI – Operational Costs/Responsibilities**

6.1 The Vendor shall assume the cost and expense of the food service operation in the following areas:

6.1.1 Foodstuffs

6.1.2 Supplies, including cleaning supplies

6.1.3 Labor - Including all personnel directly involved with food service operation

6.1.4 Uniforms

6.1.5 Table linen

6.1.6 Telephone charges

6.1.7 Printing and stationery supplies

6.1.8 Flowers, candles and other decorative items

6.1.9 Appropriate functioning point of sale system with proper sales reporting a, gacbill " 3 e ) ia Ge

referred to the Director of Maintenance and f

7.4 Student Personnel: The Vendor shall make available work opportunities for District students whenever possible, while assuring that such employment shall not deprive regular employees of work time.

7.5 Solicitation; Hiring: During the term of this Agreement and for a period of two years following its termination, neither District nor its successors or assigns, shall employ, or seek to employ, any supervisory or management person employed by Vendor who participated in providing the food services under this Agreement. Vendor represents that its management employees have acquired special knowledge, skills and contacts as a result of being employed with and trained by Vendor. If District hires, makes any agreement with, or enters employment of, any such employee, within the restricted period of time, and without the written consent of Vendor, District agrees that Vendor shall suffer damages and District shall pay Vendor a liquidated sum equal to two and one half times the annual compensation for each such person hired. This paragraph 7.5 shall survive the termination of the agreement.

### Article VIII – Terms and Conditions

8.1 Insurance: the Vendor shall obtain and keep in force during the term of this Agreement, for the protection of the District and the Vendor, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than one Million Dollars (\$1,000,000) per occurrence and Two Million Dollars Aggregate (\$2,000,000) including but not limited to Personal Injury and

## 8.1. Fire Insurance: D

West Hill College Lemoore  
Attn: James Pre-ton, President  
555 College Ave.  
Lemoore, CA 93245  
[James.Pre-ton@hccd.edu](mailto:James.Pre-ton@hccd.edu)

Notice to Vendor:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Email: \_\_\_\_\_

8.3 Cata-trophe: With the exception of payment obligation for prior performance under this Agreement, ne

**Attachment 2**





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76	KEC	PORTABLE BINS							
77	KEC	EXHAUST CONTROL PANEL							
			78					SPARE NUMBER	
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Attachment 4

Golden Eagle Arena  
Lobby/Concession/Concession Storage

